

<b>NEGOTIATED CONTRACT</b>		CONTRACT/TASK ORDER NO.	25X1
<b>ISSUING OFFICE</b>			
NAME	ADDRESS		25X1 25X1
<b>CONTRACTOR</b>			
NAME			25X1
CONTRACT FOR The Contractor shall perform a study to determine the feasibility of developing an Automatic Focusing System.			25X1
MAIL INVOICES TO			25X1
APPROPRIATION AND OTHER ADMINISTRATIVE DATA			
29 MAR 1965			
<p>This negotiated contract is entered into pursuant to Statutory Authority and any required determination and findings have been made.</p> <p>THIS CONTRACT is entered into as of <u>11 March</u>, 19<u>65</u>, by and between the United States of America hereinafter called the Government, represented by the Contracting Officer executing this contract and _____</p> <p>(i) a corporation organized and existing under the laws of the State of _____</p> <p>(ii) a partnership consisting of _____</p> <p>(iii) an individual trading as _____</p> <p>hereinafter called the Contractor. The parties hereto agree that the Contractor shall furnish and deliver all the supplies and perform all the services set forth in the attached Schedule, for the consideration stated therein.</p>			

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**NOTICE**

This material contains information affecting the National Defense of the United States within the meaning of the Espionage Laws, Title 18, U.S.C. Secs. 793 and 794, the transmission or revelation of which in any manner to an unauthorized person is prohibited by law.

(SCHEDULE)	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>	PAGE 1 OF 3 PAGES 25X1
CONTRACT/TASK ORDER NO. <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>		
<p><u>SCOPE OF WORK:</u></p> <p>The Contractor shall perform a study to determine the feasibility of developing an Automatic Focusing System by utilization of a solid state correlator sensor in accordance with the Contractor's TECHNICAL PROPOSAL, AUTOMATIC FOCUSING SYSTEM, N64-22, dated 27 October 1964, which is incorporated herein by reference and made a part of this Contract.</p> <p><u>DELIVERABLE ITEMS:</u></p> <ol style="list-style-type: none"> <li>1. Interim Report (five copies) at the end of the first six (6) weeks, to include:             <ol style="list-style-type: none"> <li>a. Status of work to end of period.</li> <li>b. Problem areas encountered.</li> <li>c. Projected work to completion of Contract.</li> <li>d. Documentation of any verbal commitments and/or agreements with the Technical Representative of the Contracting Officer during the reporting period.</li> </ol> </li> <li>2. Final Report (five copies).</li> </ol> <p><u>DELIVERY:</u></p> <p>In the event any item under this Contract is personally delivered to the Technical Representative of the Contracting Officer, a signed receipt, in duplicate, must be obtained from said representative and one copy attached to any invoice submitted for reimbursement for such item(s). Failure to do so will result in suspension of payment, since the Disbursing Officer is prohibited from making payment without evidence of delivery.</p> <div style="border: 1px solid black; height: 60px; width: 100%; margin-top: 10px;"></div> <p><u>CONTRACT PERFORMANCE SCHEDULE:</u></p> <p>This contract shall be performed in accordance with the following category, rate and hours schedule:</p>		
NAME OF CONTRACTOR	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	25X1

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GROUP 1  
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AND DECLASSIFICATION

(SCHEDULE)	PAGE 2 OF 3 PAGES
CONTRACT/TASK ORDER NO.	
<p>Any variation from the schedule as set forth herein must receive prior authorization in writing from the Contracting Officer. However, it is understood and agreed that variations of less than ten (10) percent within each category does not require prior authorization by the Contracting Officer.</p> <p><u>PERIOD OF PERFORMANCE:</u></p> <p>The work to be performed under this Contract shall be completed on or before <u>11 June 1965</u>.</p> <p><u>LEVEL OF EFFORT:</u></p> <p>All work required under this Contract is to be done on "a best effort" basis for accomplishing the technical objectives and should reflect a level of effort which is in accordance with the man hour levels set forth in the CONTRACT PERFORMANCE SCHEDULE.</p> <p><u>SECURITY:</u></p> <p>The work to be performed hereunder is UNCLASSIFIED.</p> <p>The association of the Sponsor with the equipment being procured hereunder is classified CONFIDENTIAL. This classified information shall be divulged only on a need-to-know basis and then only to those who have been authorized in writing by this Government component to have access to classified information. Correspondence originated by the Contractor and/or data to be submitted hereunder, the contents of which contain classified information, or refers to the name and/or address of the Contracting Officer shall be stamped by you with the classification of CONFIDENTIAL.</p> <p><u>SCHEDULE PROVISIONS PREVAIL:</u></p> <p>Schedule Provisions prevail to the extent of any inconsistency between the Schedule and the General Provisions, (Sections A &amp; D attached), the Schedule shall control.</p>	
NAME OF CONTRACTOR	

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## (SCHEDULE)

EXAMINATION OF RECORDS:

The article Examination of Records, wherever it appears in the Contract, is changed by deleting therefrom the words "Comptroller General of the United States or any of his Duly Authorized Representatives" and substituting the words "Appropriate Audit Representative of the Government".

NON-PUBLICITY:

It is a specific condition of this agreement that the Contractor shall not use or allow to be used any aspect of this agreement for publicity or advertisement purposes. The Contractor may request a waiver of the foregoing but shall not deviate therefrom unless so authorized in writing by the Contracting Officer.

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(SIGNATURES)

CONTRACT

The rights and obligations of the parties to this contract shall be subject to and governed by the Schedule and the General Provisions. To the extent of any inconsistency between the Schedule or the General Provisions, and any specifications or other provisions which are made a part of this contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

**CONTRACTOR REPRESENTS** (Check appropriate boxes)

(1) (a) That it ☐ is, ☐ is not, a small business concern. For this purpose, a small business concern is a concern that (i) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (ii) is certified as a small business concern by the Small Business Administration. (See Code of Fed. Reg., Title 13, Ch. II, Part 103, 21 Fed. Reg. 9709, which contains the detailed definitions and related procedures,) (b) that it ☐ has, ☐ has not, previously been denied a Small Business Certificate by the Small Business Administration, and (c) if Contractor is a regular dealer, it also represents that all supplies to be furnished thereunder ☐ will, ☐ will not, be manufactured or produced in the United States or its Territories or possessions by a small business manufacturer or producer.

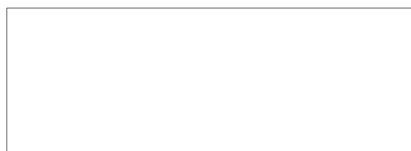
(2) (a) That it ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure this contract; and (b) that it ☐ has, ☐ has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Contracting Officer. (Note: For interpretation of the representation, including the term "bona fide employee," see General Services Administration Reg., Title 44, Secs. 150.7 and 150.5(d), Fed. Reg., Dec. 31, 1952, Vol. 17, No. 253.)

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written:

**THE UNITED STATES OF AMERICA**

By \_\_\_\_\_

**WITNESSES**



(CONTRACTOR)

By \_\_\_\_\_

*NOTE.—In case of corporation, witnesses not required but certificate below must be completed. Type or print names under all signatures.*

(TITLE)

(ADDRESS)

**CERTIFICATE**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_, who signed this contract on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

SIGNATURE (Corporate Seal)

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GROUP 1  
Excluded from automatic  
downgrading and  
declassification

**Page Denied**